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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

AMERICAN AUTOMOBILE	)	
ASSOCIATION,	)	Case No.: 09-CV-02328-PMP-LRL
	)	
Plaintiff,	)	
vs.	)	
	)	
EBRAHIMI, INC. (d/b/a Vegas Auto Care),	)	
	)	
Defendant.	)	

**PROPOSED ORDER GRANTING JUDGMENT BY DEFAULT**

Upon consideration of Plaintiff's Motion for Entry of Judgment by Default, the Court hereby **ORDERS** that the default judgment be entered against Defendant Ebrahimi, Inc. and Plaintiff be granted the following relief:

(1) require Defendant, its agents, servants, employees, attorneys, and any and all persons in active concert or participation with it immediately and permanently to cease and

1 desist from all use of the AAA Marks, or of any combinations of the letters "A," in any form or  
2 manner that resembles, suggests, or intimates that Defendant is approved or endorsed by, or  
3 otherwise affiliated with, AAA;

4  
5 (2) require Defendant, pursuant to section 36 of the Lanham Act, 15 U.S.C. § 1118  
6 (2006), to destroy all literature, signs, billboards, labels, prints, packages, wrappers, containers,  
7 advertising materials, stationery, and other items in its possession or control that contain the  
8 AAA Marks or any term, symbol, or logo confusingly similar to those marks; and to destroy any  
9 and all means in its possession or control of making any of those infringing items;

10  
11 (3) require Defendant to have deleted or removed from publication any  
12 advertisements paid for or used by it containing any of the AAA Marks and any other name,  
13 mark, or logo confusingly similar to them;

14  
15 (4) require Defendant to permanently delete and destroy all electronic content,  
16 including all websites, domain names, and other electronic materials displaying the AAA Marks  
17 and any other name, mark, or logo confusingly similar to them;

18  
19 (5) require Defendant to file with the Court and serve on AAA, within thirty (30)  
20 days after entry of an injunction, a report in writing under oath setting forth in detail the manner  
21 in which Defendant has complied with the Court's injunction and orders.

22  
23 SO ORDERED

24  
25 Date: \_ March 25, 2011.

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